

IN THE SUPERIOR COURT FOR THE STATE OF WASHINGTON

IN AND FOR THE COUNTY OF KING

JAMES MITCHELL, a single individual,

Plaintiff,

v.

ALLSTATE INSURANCE COMPANY dba
ALLSTATE FINANCIAL SERVICES,
LLC, a foreign limited liability insurance
company license to do business in the state of
Washington,

Defendant.

Cause No.: 21-2-03277-6 SEA

COMPLAINT FOR PERSONAL INJURIES
AND UIM BENEFITS

COMES NOW PLAINTIFF, JAMES MITCHELL, by and through his attorneys of
record, A. Troy Hunter and Ryan C. Sobotka, of Injury Law Group NW, and does hereby allege
and claim against the above-named Defendants as follows:

I. PARTIES

1.1 At all times material hereto, Plaintiff James Mitchell ("Plaintiff") was residing in
King County, Washington.

1.2 Upon information and belief, Defendant Allstate Insurance Company dba Allstate
Financial Services, LLC (hereinafter "Allstate") is a foreign limited liability company licensed to

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1 sell insurance in the State of Washington and conducts business in King County, Washington.

2 1.3 At all times materials hereto, Allstate provided Underinsured Motorist Coverage in
3 the amount of \$1,000,000 for bodily injury, which was available to Plaintiff James Mitchell as a
4 Rideshare Driver at the time of the motor vehicle collisions at issue herein.
5

6 II. JURISDICTION AND VENUE

7 2.1 Jurisdiction is properly with the Superior Court for the State of Washington.

8 2.2 Pursuant to RCW 4.12.020, venue is proper in King County because the automobile
9 collision that is the subject matter of this lawsuit occurred in King County, Washington.
10

11 2.3 Furthermore, a party may file suit in any venue where a defendant corporation
12 transacts business. Venue is proper in King County Superior Court at Seattle, as Defendant Allstate
13 transacts business in King County, Washington by issuing written insurance contracts in King
14 County, Washington to be performed in King County, Washington.
15

16 III. FACTS

17 3.1 On or about April 27, 2019, Plaintiff James Mitchell was driving his 2017
18 Mitsubishi Mirage G4 SE on 15th Avenue South, Seattle, King County, Washington.

19 3.2 At the time, Plaintiff James Mitchell was operating his vehicle as a Rideshare
20 Driver for Uber subject to the terms and conditions of his agreement with Uber.
21

22 3.3 At the time, Plaintiff James Mitchell had an Uber rideshare client in his vehicle
23 and was transporting the client to his intended destination.

24 3.4 At or about the same time, at-fault driver Robert Cummings was driving a 2015
25 Toyota Rav4 directly behind Plaintiff James Mitchell.
26

27 3.5 At-fault driver Robert Cummings negligently operated his motor vehicle and as a
28 result crashed into the rear-end of James Mitchell's vehicle.

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1 3.6 At-fault driver Robert Cummings' negligence is not excused by any emergency
2 condition, and there was no justification for his failure to control his vehicle.

3 3.7 The collision at issue was not caused by the acts or omissions of third parties
4 (known or unknown) over whom Allstate had no control.
5

6 3.8 Plaintiff James Mitchell was not contributorily negligent and no act by James
7 Mitchell caused or contributed to the cause of the collision.

8 3.9 Since James Mitchell was operating as a Rideshare Driver for Uber at the time of
9 the collision, he was afforded first party UIM insurance coverage by Allstate.
10

11 3.10 As a direct, immediate and proximate result of at-fault driver Richard Cummings'
12 negligence, James Mitchell sustained permanent and serious injuries and damages, both physical
13 and mental/emotional/psychological. Furthermore, James Mitchell has suffered financial losses and
14 damages including lost wages and earnings potential.
15

16 IV. CAUSE OF ACTION - NEGLIGENCE

17 4.1 Paragraphs 1.1 through 2.10 are re-alleged and incorporated herein by reference.

18 4.2 At-fault driver Richard Cummings breached numerous common law and statutory
19 duties owed to Plaintiff James Mitchell, including but not limited to failing to yield the right of
20 way.
21

22 4.3 At-fault driver Richard Cummings breached his duty of reasonable care which
23 directly and proximately caused the collision described above.

24 4.4 As a result of at-fault driver Richard Cummings' negligent conduct, Plaintiff James
25 Mitchell has sustained injuries which are permanent, painful, and progressive and which have
26 required and may in the future require medical care, attention, and treatment. He has and will in
27 the future sustain pain and suffering, disability, and loss of enjoyment of life.
28

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1 4.5 Plaintiff James Mitchell is completely innocent of any wrongdoing or contributory
2 negligence and is therefore fault free as to the cause of the collision described herein.

3 V. FACTS RE: UIM CLAIM

4
5 5.1 Prior to the accident with the at-fault driver, Plaintiff James Mitchell entered into
6 an agreement to act as a Rideshare Driver for Uber.

7 5.2 As a Rideshare Driver for Uber, James Mitchell was afforded UIM Coverage
8 through an Allstate commercial automobile insurance policy, policy number 648840028 (the
9 "Policy") issued to Rasier, LLC, a wholly-owned subsidiary of Uber Technologies.

10
11 5.3 The coverage afforded by the Policy included Underinsured Motorist Coverage in
12 the amount of \$1,000,000 per person, which was available to Plaintiff James Mitchell, as a
13 qualified Rideshare Driver at the time of the motor vehicle collision at issue herein.

14 5.4 Plaintiff James Mitchell was and is entitled to UIM benefits under the Policy
15 coverage due to the negligence of the at-fault driver Richard Cummings for the April 27, 2019
16 collision.

17
18 5.5 On or about October 8, 2019, GEICO Insurance Company, the third-party auto
19 liability insurer for Richard Cummings, tendered its minimal policy limits to settle James
20 Mitchell's claims against Richard Cummings for injuries and damages sustained in the April 27,
21 2019 collision.

22
23 5.6 On or about October 24, 2019, Allstate, Plaintiff James Mitchell's UIM insurer as
24 a Rideshare Driver for Uber, expressly waived its option to buy-out the underlying Cummings'
25 claim pursuant to Hamilton.

26
27 5.7 On or about September 16, 2020, State Farm Insurance Company, the first-party
28 auto insurer for Plaintiff James Mitchell, tendered its full UIM policy limits to settle James

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1 Mitchell's claims for uncompensated injuries and damages sustained in the April 27, 2019
2 collision.

3 5.8 Despite receiving GEICO's limited policy limits and State Farm's full UIM limits,
4 Plaintiff James Mitchell still has not been nearly fully compensated for the injuries and damages
5 he sustained in the collision of April 27, 2019.
6

7 5.9 Plaintiff has fully cooperated and complied with the requests of Defendant Allstate
8 throughout the claims process.
9

10 VI. CAUSE OF ACTION – UIM CLAIM FOR DAMAGES

11 6.1 Paragraphs 1.1 – 7.9 are re-alleged and incorporated herein by reference.

12 6.2 Plaintiff James Mitchell and Allstate entered into an agreement or contract to pay
13 Plaintiff UIM insurance benefits in the event of an automobile collision occurring while Plaintiff
14 was working in his capacity as a Rideshare Driver for Uber.
15

16 6.3 Under the terms of the contract, Plaintiff James Mitchell is entitled to recover
17 automobile insurance policy benefits, including UIM Coverage up to \$1,000,000 from Allstate for
18 the injuries and damages he sustained in the collisions identified herein.

19 6.4 Plaintiff's damages exceed the combined amount of third-party insurance coverage
20 available to him and the UIM benefits available to him under his own auto insurance policy with
21 State Farm.
22

23 6.5 Plaintiff has met all terms and conditions imposed by the Allstate insurance
24 contract.
25

26 6.6 Defendant Allstate has a contractual duty and obligation to pay Plaintiff UIM
27 benefits under the insurance contract in such an amount as to make Plaintiff whole for his injuries
28 and damages caused to him by the collision less settlement payments received from GEICO and

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1 State Farm.

2 6.7 To date, Plaintiff has not yet been made whole pursuant to his insurance contract
3 with Allstate.
4

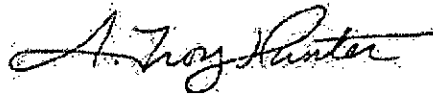
5 VII. PRAYER FOR RELIEF

6 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

- 7 a. For special damages in an amount to be proven at the time of trial;
8 b. For general damages in an amount to be proven at the time of trial;
9 c. For lost income and earnings in an amount to be proven at the time of trial;
10 d. For costs and disbursements, including reasonable attorneys' fees incurred in
11 bringing this action, that may be allowed by any rule or statute;
12 e. For pre-judgment interest on special damages; and
13 f. For such other and further relief as this Court deems just and equitable.
14
15

16 DATED this 11th day of March, 2021.
17

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19

20 
21

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